

GOVERNMENT TRAINING INSTITUTE, INC.
ATP TRADE AGREEMENT- *AGENCY*

AGREEMENT FOR THE BARTER OF ASSETS AND PRODUCTS/ SERVICES

This Agreement made and entered into this day _____, _____ by and between

GOVERNMENT TRAINING INSTITUTE, INC , a corporation duly organized and existing under the laws of Idaho, having its principal office at 1321 Technology Drive, Barnwell, SC 29812 (hereinafter referred to as "GTI"), and

(_____), an Agency/company duly organized and existing under the laws of (_____), having its principal office at _____, (hereinafter referred to as the "Agency")

WITNESSETH:

WHEREAS, GTI desires to enter into a barter arrangement with Agency under which GTI agrees to sell to Agency the Negotiated Products or Services; and

WHEREAS, Agency desires to enter into a barter arrangement with GTI under which Agency agrees to provide assets or monies to GTI as payment for the Negotiated Products or Services;

NOW THEREFORE, GTI and Agency agree as follows;

SECTION 1. PURPOSE

1.1 The parties hereto agree to sell and trade their respective products and services, Products and Services to the other party in exchange for the products and services, Products and Services of the other party, on a barter basis; as negotiated via a GTI ATP Worksheet executed by authorized parties.

1.2 The parties furthermore agree that the mutual sale, purchase and trade of their respective products and services, Products and services hereunder shall be accomplished in a manner to minimize the exchange or transfer of money between the parties.

SECTION 2. ASSETS FROM AGENCY

2.1. In consideration for the sale and purchase, GTI agrees to sell to Agency and Agency agrees to purchase from GTI the negotiated products or services as outlined in the applicable GTI ATP Worksheet. Description of Assets, Quantity, Prices and Terms are provided on the GTI ATP Worksheet for each trade.

2.2 The products and services shall not be altered after Worksheet is executed. The quality of Assets shall be confirmed by GTI inspection and must not be altered before release to GTI.

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2.3 Upon the unlikely event that the negotiated products designated for GTI ATP program are not available for delivery for any reason, the Agency and GTI will re-negotiate the deal to include additional products/services or a GTI/ Vendor purchase order as agreed upon by an authorized representative from each party.

2.4 Assets that require Titles, such as vehicles, boats and trailers, the Agency agrees to provide those titles, certificates of origin, Standard Form 97 and/or a state issued Bill of Sale for those assets.

2.5 All appropriate weapon transfer documents will be provided to GTI by the Agency at time of Asset delivery.

2.6 In the event that excess asset credit is available after a negotiated trade, GTI will hold a credit in the agencies account until the agency uses the credit or two years have elapsed from the time of execution of the trade.

2.7 All Trade In Asset delivery will be provided by GTI or its affiliate. The Agency agrees to assist in delivery of/or provide access to the Assets during normal business hours for shipping purposes. Delivery of the Assets shall be due upon each worksheet execution by both parties.

SECTION 3. PRODUCTS/ SERVICES TO AGENCY

3.1 All prices of products and services shall be quoted in United States Dollars.

3.2 All Trade GTI Products and/or services delivery will be provided by GTI or its affiliate as negotiated with the applicable product vendor or training coordinator. GTI Training and Facility Usage are subject to schedule availability.

3.3 Upon delivery to and acceptance of the products and services by Agency, the authorized rep from the agency will notify GTI of acceptance by written letter, email or fax.

SECTION 4. Termination

4.1 This Agreement shall remain in effect for the period starting with the signature of both parties until the mutual obligations herein have been completed.

4.2 This Agreement is subject to all applicable laws, ordinances, licenses and authorizations to the satisfaction of the parties.

4.3 The Agreement may be terminated by mutual agreement in writing of the parties.

4.4 Upon termination of the Agreement, neither party shall be discharged from any antecedent obligations or liabilities to the other party under the Agreement unless otherwise agreed in writing by the parties.

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SECTION 5. Miscellaneous

5.1 No claim or right of either party under this Agreement shall be deemed to be waived or renounced in whole or in part unless the waiver or renunciation of such claim or right is acknowledged and confirmed in writing by such party.

5.2 If any one or more of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and in such case the parties hereto oblige themselves to reach the intended purpose of the invalid provision by a new, valid and legal stipulation.

5.4 Unless otherwise agreed by the parties, all notices, invoices and communications under this Agreement shall be sent to the parties at the supplied email addresses set forth in the applicable GTI ATP Worksheet. Where circumstances require, notice may be sent by registered mail, facsimile or email.

5.5 This Agreement and the GTI ATP Worksheet constitutes the entire agreement between the parties, all prior representations having been merged herein, and may not be modified except by written consent signed by a duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed the Agreement as of the date first above written.

GTI: _____

Agency: _____

Name _____

Name _____

Title _____

Title _____

By; _____

By; _____